

MIDDLESEX COUNTY CLERK

Return To:

DONALDSEARS-DIR OF LAW / SO BRUNSWI  
540 RIDGE RD , P O BOX 190  
MONMOUTH JCT , NJ  
08852

ECLIPSE INVESTMENTS, LLC

Index DEED BOOK

Book 06296 Page 0224

No. Pages 0007

Instrument DEED W/O ABSTRA

Date : 10/21/2011

Time : 2:39:53

Control # 201110210394

INST# DE 2011 010820

Employee ID PATELD

RECORDING	\$	50.00
DARM	\$	18.00
NJPRPA	\$	12.00
- - - -	\$	.00
- - - -	\$	.00
RECORDING	\$	3.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	83.00

STATE OF NEW JERSEY  
MIDDLESEX COUNTY CLERK

PLEASE NOTE  
DO NOT REMOVE THIS COVERSHEET  
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN  
COUNTY CLERK



201110210394



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE.  
TO ACCESS THE IMAGE OF  
THE DOCUMENT RECORDED  
HEREUNDER BY BOOK AND  
PAGE NUMBER, USE THE  
BOOK AND PAGE NUMBER  
ABOVE.

B06296P-224

Record and Return to:  
Donald J. Sears  
Director of Law  
Township of South Brunswick  
P.O. Box 190  
Monmouth Junction, NJ 08852

Prepared by:

Donald J. Sears, Esq.

RECORDED  
CLERK OF COUNTY  
2011 OCT 21 PM 2:37  
BUC  
PAGE #  
# OF PAGES

## DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY

With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

**THIS DEED RESTRICTION**, entered into as of this 19<sup>th</sup> day of October, 2011, by and between the **Township of South Brunswick**, with offices at 540 Ridge Road, Monmouth Junction, New Jersey 08852 ("Municipality") and **Eclipse Investments, LLC, a Minnesota limited liability company**, having offices at 690 South Cleveland Avenue, St. Paul, Minnesota 55116, ("Owner") of a residential low-income rental project for the developmentally disabled (the "Project"):

### WITNESSETH

#### Article 1. Consideration

In consideration of benefits and/or the right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

#### Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the Township of South Brunswick, County of Middlesex, State of New Jersey, and described more specifically as Block No. 339 Lot No. ~~24~~<sup>10</sup>, and known by the street address: 12 Dawson Road, Kendall Park, NJ 08824.

#### Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of 45 years (the "Control Period"), commencing upon the earlier of the date hereof or the date on which the first certified household occupies a unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit in the Project shall remain subject to the requirements of said subchapter during the Control Period unless the Municipality elects to release the unit from such requirements. Prior to such a Municipal election, a restricted unit in



the Project must remain subject to the requirements of said subchapter for a period of at least 45 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in the New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. Sale and use of the Property is also subject to the terms, conditions and restrictions of the "Agreement Between Eclipse Investments, LLC and Township of South Brunswick for Development and Administration of Affordable Housing Group Homes" (the "Agreement") which is attached hereto and is incorporated herein by reference as if set forth at length.
- C. The Property shall be used solely for the purpose of providing rental dwelling units for low- income individuals or households for the developmentally disabled, as licensed and/or regulated by the New Jersey Department of Human Services. No commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions. Deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality according to the terms of the Agreement.
- D. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Municipality.
- E. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon the Owner.
- F. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors, bankruptcy or reorganization filed by or on behalf of the Owner.
- G. This Deed Restriction shall have priority over all mortgages and encumbrances on the Property and Project. Each restricted unit in the Project shall remain subject to the Covenants contained herein and the affordability controls set forth in the Uniform Controls despite the occurrence of any of the following events:
  - (1) a sublease or assignment of the lease of any unit;
  - (2) a sale or voluntary transfer of the ownership of the Property; or
  - (3) the entry and enforcement of any judgment of foreclosure.

**Article 4.**

**Remedies for Breach of Affordable Housing Covenants**

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Controls, and the obligation for the provision of low-income housing.


- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under the Uniform Controls and specific performance.
- C. The provisions of this Article 4 shall not apply to any actual or threatened breach due to causes beyond the control of the Owner.

**IN WITNESS WHEREOF**, the Municipality and the Owner have executed this Deed Restriction as of the date first above written.

Attest:

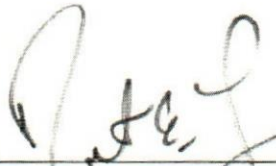
TOWNSHIP OF SOUTH BRUNSWICK


  
Barbara Nyitrai, Township Clerk

BY:   
Frank Gambatese, Mayor

Witness:

ECLIPSE INVESTMENTS, LLC

  
ROBERT F. LINDAHL  
AUTHORIZED REP.

BY:   
DAVID R. TOENISKOEHLER,  
MANAGER

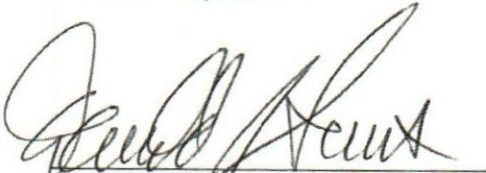


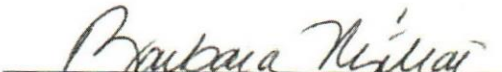
STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on October 17, 2011, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On October 17, 2011

  
Donald J. Sears  
An Attorney at Law  
In the State of New Jersey

  
Barbara Nyitrai, Township Clerk

STATE OF MINNESOTA:

SS

COUNTY OF RAMSEY:

I CERTIFY that on October 18<sup>th</sup>, 2011, Robert E. Lindahl personally came before me and he/she acknowledged under oath, to my satisfaction, that:

(a) he/she is the Authorized Rep. of Eclipse Investments, LLC the company named in this document;

(b) he/she is the attesting witness to the signing of this document by David R. Toenisketter, who is the MANAGER;

(c) this document was signed and delivered by the Company as its voluntary act duly authorized by a proper resolution;

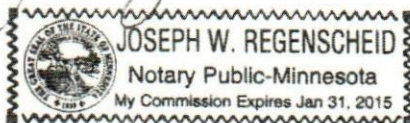
(d) the Company has no seal; and

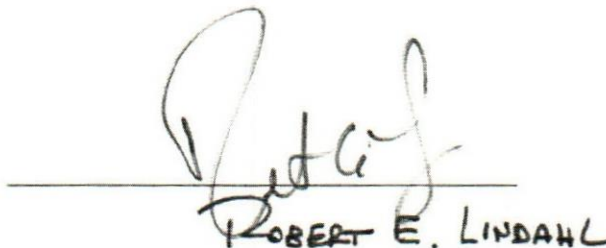
(e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On October 18<sup>th</sup>, 2011





  
ROBERT E. LINDAHL

**LEGAL DESCRIPTION**

File No. CTG11823

ALL that certain lot, parcel or tract of land, situate and lying in the Township of South Brunswick, County of Middlesex, State of New Jersey, and being more particularly described as follows:

BEING known and designated as Lot 10 in Block 339 as shown on map entitled "Map of Kendall Park Sections 6-K and 6-L" filed on October 6, 1959 on Map No. 2331-947.

Premises are more particularly described as follows:

BEGINNING at a point along the easterly line of Dawson Road, southerly 510.00 feet from the projected intersection of the southerly line of Kingsley Road with the easterly line of Dawson Road and thence;

1. North 66 degrees 12 minutes 57 seconds East, 214.92 feet to a point along the westerly lie of a brook and thence;
2. Along the westerly line of a brook South 19 degrees 33 minutes 00 seconds East, 47.41 feet to a point and thence;
3. Continuing along the same, South 04 degrees 27 minutes 00 seconds East, 79.42 feet to a point and thence;
4. Still along the same, South 18 degrees 10 minutes 40 seconds East, 00.64 feet to a point and thence;
5. South 79 degrees 08 minutes 54 seconds West 198.99 feet to a point along the easterly line of Dawson Road and thence;
6. Along the easterly line of Dawson Road, curving to the left in a northerly direction, having a radius of 350.00 feet and an arc length of 79.00 feet to the point or place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 10 in Block 339 on the Township of South Brunswick Tax Map.

B06296P-230



## 21. PRIOR ROUND: TRIPLE C GROUP HOMES



**Department of Community Affairs  
Council on Affordable Housing  
Supportive and Special Needs Housing Survey**

Municipality South Brunswick County Middlesex  
Sponsor Triple C Housing, Inc. Developer Triple C Housing, Inc.  
Block 54.01 Lot 7 Street Address 625 Ridge Road  
Facility Name Monmouth Junction Supportive Housing Monmouth Junction, NJ

<b>Section 1: Type of Facility</b> <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept of Community Affairs or DHSS) <input checked="" type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify _____	<b>Section 2: Sources and amount of funding committed to the project</b> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input checked="" type="checkbox"/> HMFA Special Needs Housing Trust \$ <u>355,697</u> <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input checked="" type="checkbox"/> HUD - Amount \$ <u>220,000</u> Program <u>HOME</u> <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Farmers Home Administration - Amount \$ _____ <input checked="" type="checkbox"/> Development fees - Amount \$ <u>210,000</u> <input type="checkbox"/> Bank financing - Amount \$ _____ <input type="checkbox"/> Other - Amount \$ _____ Program _____ <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
<b>Section 3: For all facilities other than permanent supportive housing</b> Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____	<b>Section 4: For permanent supportive housing</b> Total # of units <u>6</u> including: # of very low-income units <u>6</u> # of low-income units _____ # of moderate-income units _____ # of market-income units _____
<b>Section 5:</b> Length of Controls <u>45</u> years Effective Date of Controls <u>4/9/2010</u> Expiration Date of Controls <u>4/9/2055</u> Average Length of Stay <u>N/A</u> months (transitional facilities only)	<b>Section 6:</b> <input type="checkbox"/> CO Date <u>9/20/12</u> For licensed facilities, indicate licensing agency: <input type="checkbox"/> DDD <input checked="" type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date _____ Current License Date _____
<b>Section 7:</b> Has the project received project-based rental assistance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Length of commitment <u>N/A</u> years Other operating subsidy sources <u>DMHAS / SHC</u> Length of commitment <u>30</u> years Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Section 8:</b> The following verification is attached: <input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHSS Capital Application Letter (20 year minimum, no deed restriction required)	
<b>Section 9:</b> Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Population Served (describe) _____ Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Section 10: Affirmative Marketing Strategy (check all that apply)</b> <input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list <input type="checkbox"/> Affirmative Marketing Plan approved by the Council's Executive Director	

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief

Certified by Cynthia Light, Triple C Housing Date 3/16/15  
Project Administrator

Certified by \_\_\_\_\_ Date \_\_\_\_\_  
Municipal Housing Liaison



\* New Jersey Is An Equal Opportunity Employer \*





License No. 20108SHR0443

State of New Jersey  
Department of Human Services  
Office of Licensing

## LICENSE

Triple C Housing, Inc.  
1 Distribution Way  
Monmouth Junction, NJ 08852


*In accordance with Department of Human Services regulations, NJAC 10:37A, is  
hereby licensed to operate*

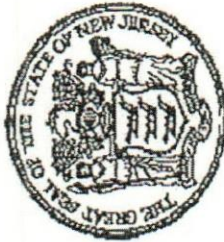
Supportive Housing Residence  
for up to 3 Residents

at

625 Ridge Road, Apartment A  
Monmouth Junction, NJ 08550

This License is effective from 4/10/2015 to 4/9/2018

  
Elizabeth Connolly, Acting Commissioner  
Department of Human Services



License No. 20108SHR0543

State of New Jersey  
Department of Human Services  
Office of Licensing

**LICENSE**


Triple C Housing, Inc.  
1 Distribution Way  
Monmouth Junction, NJ 08852

*In accordance with Department of Human Services regulations, NJAC 10:37A, is  
hereby licensed to operate*

**Supportive Housing Residence  
for up to 3 Residents**

at  
625 Ridge Road, Apartment B  
Monmouth Junction, NJ 08550

This License is effective from 4/10/2015 to 4/9/2018

  
Elizabeth Connolly, Acting Commissioner  
Department of Human Services



[REDACTED]  
[REDACTED]  
[REDACTED]  
MIDDLESEX COUNTY CLERK

Return To:

ANDORA ROAMANO, LLC  
15 ESSEX RD SUITE 406  
PARAMUS, NJ 07652

SOUTH BRUNSWICK TOWNSHIP OF

Index DEED BOOK

Book 06324 Page 0633

No. Pages 0018

Instrument DEED W/O ABSTRA

Date : 2/15/2012

Time : 3:06:58

Control # 201202150911

INST# DE 2012 001519

Employee ID BRONG

RECORDING	\$	105.00
DARM	\$	51.00
NJPRPA	\$	34.00
- - - -	\$	.00
- - - -	\$	.00
RECORDING	\$	3.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	193.00

STATE OF NEW JERSEY  
MIDDLESEX COUNTY CLERK

PLEASE NOTE  
DO NOT REMOVE THIS COVERSHEET  
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN  
COUNTY CLERK



201202150911



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE.  
TO ACCESS THE IMAGE OF  
THE DOCUMENT RECORDED  
HEREUNDER BY BOOK AND  
PAGE NUMBER, USE THE  
BOOK AND PAGE NUMBER  
ABOVE.

B06324P-633

Record and Return to:  
Donald J. Sears, Esq.  
Township of South Brunswick  
540 Ridge Road  
P.O. Box 490  
Monmouth Junction, NJ 08852

Andora & Romano, LLC  
15 Essex Road, Ste 406  
Paramus, NJ 07652  
Lawrence M. Tinghino, Esq.

RECORDED  
CLERK OF SUPERIOR COURT  
MIDDLESEX COUNTY  
2012 FEB 15 PM 3:07  
PAGE 1  
RECEIVED

Prepared By:

Donald J. Sears, Esq.

## DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY

With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this 9<sup>th</sup> day of February, 2012, by and between the **Township of South Brunswick**, a municipal corporation of the State of New Jersey, with offices at 540 Ridge Road, Monmouth Junction, New Jersey 08852 ("Municipality") and **Triple C Housing, Inc.**, a non-profit corporation of the State of New Jersey, with offices at 1 Distribution Way, Monmouth Junction, NJ 08852 ("Owner"), the owner of a residential low-income rental home for the developmentally disabled:

### WITNESSETH

#### Article 1. Consideration

In consideration of benefits and/or the right to develop received by the Owner from the Municipality, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof (the "Property").

#### Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the Township of South Brunswick, County of Middlesex, State of New Jersey, and described more specifically as Block No. 54.01, Lot No. 7, and known by the street address: 625 Ridge Road, Monmouth Junction, NJ 08852

#### Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of 45 years (the "Control Period"), commencing upon the date the Owner obtains title to the Property, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, the Property shall remain subject to the requirements of said subchapter during the Control Period unless the Municipality elects to release the Property from such requirements. Prior to such a Municipal election, the Property must remain subject to the requirements of said subchapter and this Deed Restriction for a period of at least 45 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in the New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. Sale and use of the Property is also subject to the terms, conditions and restrictions of the "Agreement Between Triple C Housing, Inc. and Township of South Brunswick for the Purchase, Development and Administration of 625 Ridge Road for Affordable Housing," dated September 16, 2010, which is attached hereto and is incorporated herein by reference as if set forth at length.
- C. The Property shall be used solely for the purpose of providing rental dwelling units for low- and/or moderate-income individuals or households for the developmentally disabled, as licensed and/or regulated by the New Jersey Department of Human Services (DHS) and Department of Developmentally Disabled (DDD). No commitment for any such dwelling unit shall be given or implied, without exception, to any person who is not qualified pursuant to DHS/DDD guidelines and has not been certified for that unit by the Municipality. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions. Deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- D. Any lease or rental agreement shall include the following clause in a conspicuous place:
- "The Owner's right, title and interest in this property and the use, sale, resale, rental, mortgage, refinance or encumbrance of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an agreement between Triple C Housing, Inc. and the Township of South Brunswick dated September 16, 2010, which has been recorded as part of a Deed Restriction in the Office of the Middlesex County Clerk and which is also on file with the Township of South Brunswick."
- E. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units unless approved in advance and in writing by the Municipality.
- F. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon the Owner.
- G. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors, bankruptcy or reorganization filed by or on behalf of the Owner.
- H. This Deed Restriction shall have priority over all mortgages and encumbrances on the Property. The Property shall remain subject to the Covenants contained herein and the affordability controls set forth in the Uniform Controls despite the occurrence of any of the following events:
- (1) a sublease or assignment of the lease of the Property or any portion thereof;
  - (2) a sale or voluntary transfer of the ownership of the Property; or
  - (3) the entry and enforcement of any judgment of foreclosure.
- I. The Property shall be rented and/or sold in accordance with all rules, regulations, and requirements duly promulgated by the Council on Affordable Housing, Department of Community Affairs, or its successor agency/entity, the intent of which is to ensure that the



Property remains affordable to and occupied by low- and/or moderate-income-eligible persons and/or households throughout the duration of this Deed Restriction.

- J. The terms and restrictions of this Deed Restriction shall in no way impair the First Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Mortgage documents for the Property.
- K. In the event the Property is acquired by a First Mortgagee by a foreclosure or a Deed in Lieu of Foreclosure, or by a purchaser at a foreclosure sale conducted by the holder of the First Mortgage, the Property shall continue to be subject to the restrictions set forth herein, which shall remain in effect. All of the restrictions contained herein shall continue to be effective as of the date of transfer of title with regard to the First Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, owners, and mortgagees of the Property.
- L. The Municipality may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Municipality, its successors or assigns shall provide written notice to the Owner.

**Article 4. Remedies for Breach of Affordable Housing Covenants**

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Controls, and the obligation for the provision of low-income housing.

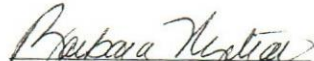
- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under the Uniform Controls and specific performance.

**(The remainder of this page intentionally left blank)**

IN WITNESS WHEREOF, the Municipality and the Owner have executed this Deed Restriction as of the date first above written.

Attest:


TOWNSHIP OF SOUTH BRUNSWICK

  
Barbara Nyitrai, Township Clerk

BY:   
Frank Gambarese, Mayor

Witness:

TRIPLE C HOUSING, INC.

  
Robin Stephenson, Secretary

BY:   
Leslie Stivale, Executive Director


B06324P-637


STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on January 13, 2012, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On January 13, 2012

  
Donald J. Sears  
An Attorney at Law  
In the State of New Jersey

  
Barbara Nyitrai, Township Clerk





STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on January 23, 2012, Robin Stephenson personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) he is the Secretary of Triple C Housing, Inc. the corporation named in this document;
- (b) he is the attesting witness to the signing of this document by Leslie Stivale, who is the Executive Director;
- (c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution;
- (d) he knows the proper seal of the Corporation, which was affixed to this document; and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On January 23, 2012

  
A Notary Public of the State of  
New Jersey

  
Robin Stephenson, Secretary

JUDITH C. GNAD  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/25/2015

B06324P-639

**AGREEMENT BETWEEN TRIPLE C HOUSING, INC. AND TOWNSHIP OF SOUTH  
BRUNSWICK FOR THE PURCHASE, DEVELOPMENT AND ADMINISTRATION OF  
625 RIDGE ROAD FOR AFFORDABLE HOUSING**

This Agreement made this 16<sup>th</sup> day of September, 2010 between **Triple C Housing Inc.** (hereinafter designated as "Triple C Housing") a non-profit corporation of the State of New Jersey, located at 1 Distribution Way, Monmouth Junction, NJ 08852, and the **Township of South Brunswick**, a municipal corporation of the State of New Jersey, 540 Ridge Road, Monmouth Junction, New Jersey 08852 (hereinafter designated as the "Municipality").

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

**Authority; Obligation**

1. This Agreement is made pursuant to the authority contained in N.J.A.C. 5:97-6.10, et seq. as promulgated and adopted by the New Jersey Council on Affordable Housing, and/or its successor entity and/or agency (hereinafter designated as "COAH"), whereby a municipality may elect to provide low-income housing for those with disabilities through a municipally-sponsored supportive and special needs program specifically including group homes and supportive shared living housing.
2. Triple C Housing recognizes that the Municipality has an obligation to provide low and moderate-income housing for those with disabilities within South Brunswick Township and that the Municipality has chosen to satisfy a portion of that obligation by entering into the within Agreement with Triple C Housing.
3. Triple C Housing represents that it has the ability and the authority, and hereby agrees, to purchase a two-family home located at 625 Ridge Road, Monmouth Junction, NJ, in order to provide up to six (6) COAH credits towards the

Municipality's obligation to provide very low- and low-income housing (hereinafter referred to as the "Project"). Pursuant to N.J.A.C. 5:97-6.10(b), the unit of COAH credit for either group homes or supportive shared living housing shall be the bedroom.

4. Triple C Housing agrees to purchase, develop and administer the Project as a group home or supportive shared-living housing for the disabled, as licensed and/or regulated by the New Jersey Department of Human Services (hereinafter designated as "DHS") for and on behalf of the Municipality in satisfaction of a portion of the Municipality's obligation to provide very low and low-income housing consistent with the terms and conditions set out in this Agreement, subject to the terms of a Contract between Triple C Housing, Inc. and Chester Just.

#### **Site Selection**

5. Triple C Housing has or shall perform all reasonable, ordinary and necessary testing done in connection with the purchase of 625 Ridge Road, including, but not limited to, engineering home inspection, termite and pest inspection, radon test, lead paint test, well water test, asbestos or other environmental testing as necessary. Triple C Housing shall also perform all necessary title, survey by a licensed surveyor, tax, water and sewer and assessment searches on the property.
6. Triple C Housing shall ensure that all structures on the site selected are adaptable/accessible pursuant to the provisions of N.J.S.A. 52:27D-123.15 and N.J.A.C. 5:97-3.14, where applicable.
7. Triple C Housing shall comply in all respects with the requirements promulgated by COAH for the purchase, development and administration of a group home or supportive shared-living housing for those with disabilities including, but not



limited to, full compliance with N.J.A.C. 5:97-6.10, et seq. as well as all rules and regulations promulgated by COAH and the DHS that affect the Project. In addition, Triple C Housing shall prepare any and all required COAH monitoring forms as requested by the Township and shall submit such forms to the South Brunswick Affordable Housing Office for submission to COAH.

**Pre-closing Review; Closing**

8. Prior to closing, the results of all testing, title and inspection/investigations performed shall be forwarded to the Municipality in sufficient time for the Municipality to review and approve of the condition of the site.
9. All proposed closing documents, including, but not limited to, deed, affidavit of consideration, seller's residency certification, affidavits of title, mortgage documents and executed certification of closing agent (the latter on a form provided by the Municipality) shall be submitted to the Municipality for review and approval.
10. Triple C Housing shall execute, or cause to be executed, a Second Repayment Note and Second Repayment Mortgage and a Deed Restriction (to which this Agreement shall be attached as an exhibit), acceptable to the Municipality and the New Jersey Housing and Mortgage Finance Agency (hereinafter designated as "HMFA") as to form and substance, in favor of the Municipality at the time of closing, which instruments shall be subsequently recorded pursuant to the direction of the Municipality with the other closing instruments executed at the time of closing.
11. Triple C Housing shall ensure that clear title, free of all liens and encumbrances, is conveyed at the time of closing.

**Financing; Restrictions**